



John
CONSERVATION CHEMICAL COMPANY

BOX 5472, ST. LOUIS, MO. 63160

1/314/241-7025

320060

RECEIVED

DEC 06 1976

CONSERVATION CHEMICAL CO.

December 3, 1976

Mr. R. A. Pregler, Buyer
McDonnell Douglas Corporation
P.O. Box 516
St. Louis, MO 63166

Re: P.O. # F 61281

All redactions - FOIA Exemption

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Dear Mr. Pregler:

The new federal and state regulations covering hazardous waste handling, transportation and disposal have increased the cost of operations for all parts of our business. The biggest increase is in the disposal of the solids generated from neutralization and detoxification of the liquids and slurries, and drum disposal. Our cost of disposal to "secured" landfill sites has increased 500% and the distance traveled has more than doubled. This has been a fact for more than a month and our efforts to find other ways of disposal to avoid cancellation and/or price escalation have failed.

(The reduction in lot charge after five (5) pick ups had to be eliminated to offset some of the increased costs. The increase in demurrage charges reflects increased labor and trucking expenses for equipment delayed beyond the allotted time.)

We have not been able to find a lining that will accept the higher Nitric-HF acid concentrations, so the penalty for dilution and the subsequent free load had to be removed from the agreement. We did not profess to be able to handle concentrations of Nitric in excess of 20% combined with HF greater than 10%. It would appear that some of the high strength wastes could have possibly been used longer, which would have resulted in lower concentration of wastes.

Drum disposal costs have more than doubled and the necessary chemical identification of the wastes to obtain permits has forced us to raise the cost and demand waste identification rather than the broad classification or unknown wastes labels in the past. All drums must be identified with a semi-quantitative concentration of the wastes contained. It is necessary to have the wastes in DOT approved containers. The 20 drum minimum still applies.

We are willing to have you remove item 521 of the subject P.O. for the remainder of the contract term, i.e. March 31, 1977.

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I trust that this will clarify some of the items you mentioned in our recent phone conversation.

We appreciate your cooperation with us during this very difficult time.

Sincerely,



Oscar S. Richards
General Manager

OSR/ks

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CONSERVATION CHEMICAL COMPANY

BOX 5472, ST. LOUIS, MO. 63160
1/314/241-7095

RECEIVED

320062

NOV 22 1976

CONSERVATION CHEMICAL CO.

November 18, 1976

McDonnell Douglas Corporation
P.O. Box 516
St. Louis, Missouri 63166
Attn: Mr. R.A. Pregler, Buyer

Dear Mr. Pregler:

We have encountered more problems and expenses than anticipated in handling and disposing of your waste as covered in your Purchase Order No. F 61281. After much consideration and thought we must exercise condition no. 521 that either party may terminate the condition by giving the other party 30 days advance written notice of its intention to do so.

We are giving you thirty days notice of the termination of the agreement effective November 19, 1976. No wastes will be accepted after December 20, 1976.

There is, however, another condition No. 524 that could prevent this cancellation by permitting an escalation in the price of handling the waste. This would require a change order issued by McDonnell-Douglas authorizing such changes.

The following price schedule is prepared for your consideration and discussion. If you wish to issue a change order to reflect the new prices then we will withdraw our notice of termination.

The prices are as follows:

Item 002-

Seller will furnish services for removal and disposal of 55 gallon drums and 5 gallon carboys of waste chemical solutions, powders or sludges. These solutions may include the following materials, Cadmium, Beryllium, Cyanide, Phenols, Chromium, Copper, Zinc, etc. as long as each drum is clearly identified and contaminant concentrations shown. No unknown solutions, sludges, or solids will be accepted.

Cost of Services -

-- Charge for all waste disposal services-Bulk liquids
A lot charge of \$ [REDACTED] 0 for each pickup made.

A charge of \$ [REDACTED] per hour while on MDC property for pickup from process, storage or mobile tank or tanks if:

1. less than 2500 gallons, or
2. requiring more than 50 feet of suction hose, or
3. tank, or tanks do not have bottom outlets for suction hose connection from pump, or
4. total time on premise exceeds $\frac{1}{2}$ hours.

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\$ [REDACTED] per gallon for all bulk wastes currently listed in P.O. F 61281.

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JM

MCDONNELL DOUGLAS

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Contract # 61281 dated 4-7-76

Freight - Initial lot charge of [REDACTED] for each pickup for the first five during each month & [REDACTED] for each additional removal during the month.
Acid waste containing Cadmium or Chromium
(6% sulfuric chromated, 5% potassium dichromate)

[REDACTED]/gal.

Alkaline waste not containing cyanide, beryllium,
or cadmium.
(10% sodium hydroxide)

[REDACTED]/gal.

Acid waste not containing cadmium, beryllium,
or chromium.
(20% nitric, 7% HF. Urea, 45% ferric chloride)

[REDACTED]/gal.

Acid or alkaline waste not containing cyanide,
cadmium, chromium, beryllium, or phenols.
(Ferric chloride, alkaline cleaner, sulfuric acid
triethanolamine, HCl, acidic, nitric HF acid glacial,
triethanolamine and sodium nitrate caustic, sulfuric,
boric acid)

[REDACTED] ea. 55 gal. drums

Powder or sludge containing cyanide, beryllium,
phenol or other organics.

[REDACTED] ea. 55 gal. drums

Containers of liquid containing phenol or other
organics.
(Epoxy strip, HF with Phenol, caustic sludge
w/ phenol).

[REDACTED] ea. 55 gal. drums

Cadmium or chromium
(sulfuric dichromate)

[REDACTED] ea. 55 gal. drums

Alkaline waste containing cadmium or
cyanide
(liquid cyanide waste)

[REDACTED]/gal

Acid or alkaline waste not containing cyanide (CARBOY)
cadmium, chromium, beryllium or phenols, (nickel
sulfamate, copper pyrophosphate, sulfuric acid,
nitric acid, HCl acid, fluboric acid).

[REDACTED] ea. 5 gal.

CARBOY drums containing mercury
(Chromic acid, chromic, sulfuric acid,
chromic acid pasa fell, Amchem 7, chromic HF, acid,
Amchem 31, chromic HF acid).

[REDACTED] ea. 5 gal.

CARBOY drum containers of powder or sludge not
containing cyanide, beryllium, phenols or
other organics.

[REDACTED] ea. 5 gal.

Containers of liquid containing phenol or other
organics CARBOYS

[REDACTED] ea. 5 gal.

(Alodine 1200 chromic acid powder)

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Drums cyanide or beryllium
(Cyanide)

[REDACTED] ea. 55 gal.

Drums containing mercury

[REDACTED] ea. 55 gal.

Containers of powder or sludge not
containing cyanide, beryllium, phenol or
other organics
(alkaline powder w/chrome, caustic sludge)

[REDACTED] ea. 55 gal.

Boyles Galvanizing (Louisville)

HCL

[REDACTED] per truckload including freight

or

[REDACTED] a gallon + [REDACTED] freight

Boyles Galvanizing (Anniston)

Muriatic Acid

[REDACTED] a gallon and [REDACTED] freight

CC: Sandra

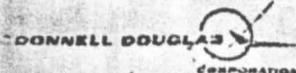
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DONNELL DOUGLAS CORP. CONTRACT				TO	REQ. #934398	104/07/76	PA 002	ORDER F61281	
PURCHASE ORDER		SUB. CODE JOB/ACCOUNT CHARGES		CONTRACT	CONTRACT APPROPRIATION				
DOR MS T.R.	A/P CODE	F.O.B.	ROUTE	TO:					
QUANTITY	MDC U/M	VEN. U/M	MDC INV. CODE	ITEM DESCRIPTION/SCHEDULE - SPECIAL CONDITIONS -			PURCHASE ORDER UNIT PRICE	P.O. U/M	EXTENDED AMOUNT
				<p>→ CHARGE OF [REDACTED] PER HOUR WHILE ON MDC PROPERTY FOR PICKUP FROM PROCESS, STORAGE, OR MOBILE TANK FOR TANKS IF</p> <ul style="list-style-type: none"> 1. LESS THAN 2500 GALLONS, OR 2. REQUIRING MORE THAN 50 FEET OF SUCTION HOSE, OR 3. TANK, OR TANKS DO NOT HAVE BOTTOM OUTLETS FOR SUCTION HOSE CONNECTION FROM PUMP. <p>→ [REDACTED] PER GALLON ALKALINE WASTE NOT CONTAINING CYANIDE, BERYLLIUM OR CADMIUM</p> <p>→ [REDACTED] PER GALLON ALKALINE WASTE CONTAINING CADMIUM, OR CYANIDE</p> <p>→ [REDACTED] PER GALLON ACID WASTE NOT CONTAINING CADMIUM, BERYLLIUM OR CHROMIUM.</p> <p>→ [REDACTED] PER GALLON ACID WASTE CONTAINING CADMIUM OR CHROMIUM</p> <p>→ [REDACTED] PER GALLON ACID OR ALKALINE WASTE CONTAINING BERYLLIUM.</p> <p>BULK DISPOSAL WILL BE PUMPABLE LIQUIDS ONLY. MATERIALS GENERATED THAT ARE NOT COMPATABLE WITH THE FOLLOWING LINERS ARE NOT INCLUDED IN THE ABOVE PRICE AND WILL BE SUBJECT TO NEGOTIATION BETWEEN CONSERVATION CHEMICAL CO. AND MDC BUYER PRIOR TO REMOVAL. AGREEMENTS THAT RESULT FROM SUCH NEGOTIATIONS WILL BE ADDED TO THIS PROCUREMENT BY CHANGE ORDER.</p> <ul style="list-style-type: none"> 1. NATURAL RUBBER 2. BUTYL RUBBER 3. CARBON STEEL 4. STAINLESS STEEL <p>DRUM DISPOSAL CHARGES</p> <p>→ 55 GAL DRUMS ACID OR ALKALINE WASTE NOT CONTAINING CYANIDE, CADMIUM, CHROMIUM, BERYLLIUM OR PHENOLS [REDACTED]</p> <p>→ 1 GAL. CARBUYS AS ABOVE \$ [REDACTED] EA ✓</p>					
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IMPORTANT NOTICE
 ALL GREEN SHIPS AND AIR CRAFT EQUIPMENT WHICH IS TO BE USED IN THE DISPOSAL WILL BE COVERED BY
 DONNELL DOUGLAS BLANKET INSURANCE REQUIREMENTS SHALL NOT EXCEED THE AMOUNT INDICATED IN ANY
 SHIPPING DOCUMENTS. DONNELL DOUGLAS IS RESPONSIBLE FOR THE COST OF INSURANCE.
 SELLER IS ADVISED THAT APPLICABLE TAXES AND FEES MUST BE PAID ON ALL SHIPMENTS. FAILURE
 TO DO SO MAY RESULT IN DELAYED PAYMENT OF INVOICES.

BY _____
 BUYER _____
 DIVISION D-A-PREGLER



VEN. SMALL
BUS. CODE
JOB/ACCOUNT
CHARGESDELIVER
TOPURCH
REQ 584398P.O.
04/07/76
CONTRACT
APPROPRIATION

P003

PURCHASE
ORDER F-61281A/P
CODE

F.O.B.

CONTRACT

TO:

D DOCUMENTS WHICH
PART HEREOF ARE
MCDONNELL DOUGLAS MANUFACTURING FORMS

QUANTITY	MDC U/M	VEN U/M	MDC INV. CODE	ITEM DESCRIPTION/SCHEDULE - SPECIAL CONDITIONS -	PURCHASE ORDER UNIT PRICE	P.O. U/M	EXTENDED AMOUNT
				→ 55 GAL DRUMS CYANIDE OR BERYLLIUM \$ [REDACTED] EA ✓ → 55 GAL CARBOYS AS ABOVE [REDACTED] EA. → 55 GAL DRUMS CADMIUM OR CHROMIUM [REDACTED] EA. → 55 GAL CARBOYS AS ABOVE [REDACTED] EA. → 55 GAL DRUMS UNKNOWN WASTE \$ [REDACTED] EA. → 55 GAL CARBOYS AS ABOVE [REDACTED] EA. → 55 GAL DRUMS CONTAINING MERCURY \$ [REDACTED] EA. → 55 GAL CARBOYS AS ABOVE [REDACTED] EA ✓ → 20 DRUMS & CARBOYS MIXED WASTE PER PICKUP. ADDITIONAL CHARGE OF \$ [REDACTED] PER DRUM FOR ANY REQUIRING TRANSFER TO SUITABLE CONTAINER TO SATISFY DOT REQUIREMENTS.			
				→ 55 GAL. CONTAINERS OF POWDER OR SLUDGE NOT CONTAINING CYANIDE, BERYLLIUM, PHENOL OR OTHER ORGANICS \$ [REDACTED] EA.			
				→ 55 GAL CARBOYS AS ABOVE [REDACTED] EA ✓			
				→ 55 GAL CONTAINERS OF POWDER OR SLUDGE CONTAINING CYANIDE, BERYLLIUM, PHENOL OR OTHER ORGANICS \$ [REDACTED] EA ✓			
				→ 55 GAL CARBOYS AS ABOVE [REDACTED] EA.			
				→ 55 GAL CONTAINERS OF LIQUID CONTAINING PHENOL OR OTHER ORGANICS \$ [REDACTED] EA.			
				→ 55 GAL CARBOYS AS ABOVE [REDACTED] EA.			
				→ 55 GAL CONTAINERS OF POWDER OR SLUDGE CONTAINING CYANIDE, BERYLLIUM, PHENOL OR OTHER ORGANICS \$ [REDACTED] EA.			
				→ 55 GAL CARBOYS AS ABOVE [REDACTED] EA.			

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IMPORTANT NOTE: BY SIGNING THIS PURCHASE ORDER, THE BUYER AGREES TO THE FOLLOWING:

1. THAT THE BUYER WILL PAY THE SELLER THE TOTAL PURCHASE PRICE IN ACCORDANCE WITH THE CONTRACT APPROPRIATION AND THAT THE SELLER WILL NOT BE HELD LIABLE FOR DELAY IN PAYMENT OF CONTRACT APPROPRIATION.

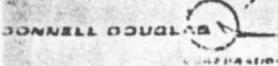
2. THAT THE BUYER WILL PAY THE SELLER THE TOTAL PURCHASE PRICE IN ACCORDANCE WITH THE CONTRACT APPROPRIATION AND THAT THE SELLER WILL NOT BE HELD LIABLE FOR DELAY IN PAYMENT OF CONTRACT APPROPRIATION.

3. THAT THE BUYER WILL PAY THE SELLER THE TOTAL PURCHASE PRICE IN ACCORDANCE WITH THE CONTRACT APPROPRIATION AND THAT THE SELLER WILL NOT BE HELD LIABLE FOR DELAY IN PAYMENT OF CONTRACT APPROPRIATION.

BY

DIVISION RAA PREGLER

BUYER



A/P
CODE

F.O.B.

CONTRACT

TO:

DOCUMENTS WHICH
ARE HEREBY MADE FORMS
MCDONNELL DOUGLAS TRADE FORMS

725470

ROUTE

QUANTITY	MDC U/M	VEN. U/M	MDC INV. CODE	ITEM DESCRIPTION/SCHEDULE - SPECIAL CONDITIONS -	PURCHASE ORDER UNIT PRICE	P.O. U/M	EXTENDED AMOUNT	
				<p>→ 55 GAL CONTAINERS OF LIQUID CONTAINING PHENOL OR OTHER ORGANICS \$ [REDACTED] EA.</p> <p>* → 5 GAL CARBOYS AS ABOVE \$ [REDACTED] EA.</p> <p>* DRUMS AND CARBOYS CONTAINING POWDER OR SLUDGE WITH CYANIDE, BERYLLIUM, PHENOL OR OTHER ORGANICS & CONTAINER OF LIQUID PHENOL OR OTHER ORGANICS CANNOT BE RETURNED. ALL OTHERS ARE RETURNABLE IN 30 DAYS FROM DATE OF PICKUP</p> <p>* → FREIGHT CHARGES FOR PICKUP & RETURN OF DRUMS OR CARBOYS \$ [REDACTED] PER HR. WHILE ON MDC PROPERTY FOR PICKUP AND/OR \$ [REDACTED] PER HR. PORTAL TO PORTAL FOR RETURN OF DRUMS.</p> <p>* PICKUPS THAT ARE NOT MADE WITHIN 24 HOURS AFTER PLACEMENT WITH CONSERVATION CHEMICAL CO DISPATCHER THE LOT CHARGE WILL NOT APPLY UNLESS MDC HAS SPECIFIED A TIME THAT IS IN EXCESS OF 24 HOURS.</p> <p>* ONLY A ONE TIME INITIAL LOT CHARGE SHALL APPLY WHEN MDC MUST DILUTE A SOLUTION TO PROTECT CONSERVATION CHEMICAL CO. EQUIPMENT AND REQUIRES TWO OR MORE REMOVALS.</p>				

PURCHASE ORDER TOTAL NOT TO EXCEED

\$96000.00

SPECIAL CONDITIONS

DO NOT DUPLICATE THIS ORDER COMMUNICATED VIA
TELECON 040676 WITH BOB PHILLIPSMCDONNELL DOUGLAS PURCHASES UNDER GOVERNMENT CONTRACTS ARE EXEMPT FROM SALES AND USE
TAXES. MCDONNELL DOUGLAS WILL PAY SUCH TAXES AS ARE PAYABLE DIRECTLY TO THE STATE OF
MISSOURI.

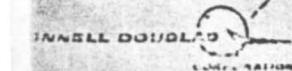
PRICES OF THIS ORDER ARE FIXED AND CANNOT BE INCREASED EXCEPT PURSUANT TO THE PROVISIONS OF THE CHANGES PORTION OF THE GENERAL PURCHASE ORDER CONDITIONS GOVERNING THIS ORDER.
SELLER WILL INDEMNIFY AND SAVE M.A.C., ITS OFFICERS, AGENTS AND EMPLOYEES HARMLESS FROM
ALL LOSSES, COSTS, FEES AND DAMAGES BECAUSE OF INJURY, INCLUDING DEATH, TO ANY PERSON,
INCLUDING EMPLOYEES OF M.A.C. OR SELLER, AND/OR DAMAGE TO PROPERTY, INCLUDING THE PROPERTY
OF M.A.C. OR SELLER, ARISING DIRECTLY OR INDIRECTLY BY VIRTUE OF THIS PURCHASE ORDER AND
RESULTING FROM SELLER'S SOLE OR JOINT NEGLIGENCE. THE SELLER SHALL SUBMIT EVIDENCE OF

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IMPORTANT NOTICE

MCDONNELL DOUGLAS AND ITS SUBCONTRACTORS WHICH ARE USED IN THE MANUFACTURE OF THE EQUIPMENT
HEREIN, AND ITS VENDORS AND SUPPLIERS WHICH SUPPLY MATERIALS USED IN THE MANUFACTURE OF THE EQUIPMENT,
SHIPPING AND RECEIVING, INSPECTIVE, INSURANCE, INSPECTION, INSPECTION AND
TESTING SERVICES, AND OTHER SERVICES RELATED TO THE EQUIPMENT MUST, UNLESS OTHERWISE PROVIDED
IN THE PURCHASE ORDER, COMPLY WITH THE REQUIREMENTS OF THE CONTRACTS FOR THE EQUIPMENT.

BY _____ BUYER
DIVISION P.A. PRECIES



CONFIDENTIAL